

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**Younglove Construction, LLC** ) Case No. 3:08CV1447  
**Plaintiff,** ) Judge James G. Carr  
**-vs-** ) **ANSWER OF AG CREDIT, ACA**  
**PSD Development, LLC, et al.** )

Now comes the Defendant Ag Credit, ACA, by and through counsel John J. Hunter, Jr. and for its answer to the Plaintiff's Complaint states and avers as follows:

1. Defendant Ag Credit denies the allegations contained in Paragraph 1 of the Plaintiff's Complaint for want of knowledge.
2. Defendant Ag Credit admits the allegations contained in Paragraph 2 of the Plaintiff's Complaint.
3. Defendant Ag Credit admits the allegations contained in Paragraph 3 of the Plaintiff's Complaint.
4. Defendant Ag Credit denies the allegations contained in Paragraph 4 of the Plaintiff's Complaint.
5. Defendant Ag Credit admits the allegations contained in Paragraph 5 of the Plaintiff's Complaint.

6. Defendant Ag Credit denies the allegations contained in Paragraph 6 of the Plaintiff's Complaint for want of knowledge.
7. Defendant Ag Credit denies the allegations contained in Paragraph 7 of the Plaintiff's Complaint for want of knowledge.
8. Defendant Ag Credit admits the allegations contained in Paragraph 8 of the Plaintiff's Complaint.
9. Defendant Ag Credit admits the allegations contained in Paragraph 9 of the Plaintiff's Complaint.
10. Defendant Ag Credit denies the allegations contained in Paragraphs 10, 11, 12, 13, 14, 15, 16, 17, and 18 of the Plaintiff's Complaint for want of knowledge.
11. Defendant Ag Credit admits the allegations contained in Paragraph 19 of the Plaintiff's Complaint as it relates to is the ownership of real estate upon which the Project is located, but denies the remaining allegations contained in Paragraph 19 of the Plaintiff's Complaint for want of knowledge.
12. Defendant Ag Credit admits the allegations contained in Paragraph 20 of the Plaintiff's Complaint.
13. Defendant Ag Credit denies the allegations contained in Paragraphs 21 and 22 of the Plaintiff's Complaint for want of knowledge.
14. With respect to the allegations contained in Paragraph 23 of the Plaintiff's Complaint the Defendant Ag Credit restates all of its previous admissions and denials as if fully rewritten herein.

15. Defendant Ag Credit denies the allegations contained in Paragraphs 24, 25, 26, 27, and 28 of the Plaintiff's Complaint for want of knowledge.
16. With respect to the allegations contained in Paragraph 29 of the Plaintiff's Complaint the Defendant Ag Credit restates all of its previous admissions and denials as if fully rewritten herein.
17. Defendant Ag Credit denies the allegations contained in Paragraphs 30 and 31 of the Plaintiff's Complaint for want of knowledge.
18. With respect to the allegations contained in Paragraph 32 of the Plaintiff's Complaint the Defendant Ag Credit restates all of its previous admissions and denials as if fully rewritten herein.
19. With respect to the allegations set forth in Paragraph 33 of the Plaintiff's Complaint the Defendant Ag Credit admits that an affidavit for mechanics lien was recorded in the Wyandot County records as to the real property described in such affidavit. The balance of the allegations set forth in Paragraph 33 and not admitted herein, are denied for want of knowledge.
20. With respect to the allegations set forth in Paragraph 34 of the Plaintiff's Complaint the Defendant Ag Credit admits that a copy of the Affidavit for the mechanics lien is attached to the Complaint. The Defendant Ag Credit denies the balance of the allegations contained in Paragraph 34 of Plaintiff's Complaint for want of knowledge.
21. Defendant Ag Credit denies the allegations contained in Paragraphs 35, 36 and 37 of the Plaintiff's Complaint.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint in this matter fails to state a claim upon which relief can be granted as to Ag Credit.

**SECOND AFFIRMATIVE DEFENSE**

Ag Credit reserves the right to amend this Answer to include such other and further defenses as may be determined through discovery or otherwise.

**WHEREFORE**, having fully answered the Complaint of Younglove Construction LLC, Ag Credit respectfully requests that this Court dismiss the Complaint of Younglove Construction LLC at the cost of Younglove Construction LLC and for such other and further relief as is just.

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**PROOF OF SERVICE**

I hereby certify that a copy of the foregoing was mailed to the individual(s) listed on the attached service list via first class mail, postage prepaid, or by electronic transmission to those capable of being served via ECF on this 11th day of August, 2008.

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/s/ John J. Hunter, Jr.

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